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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
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12 JOSE FLORES, an individual,

13 Plaintiff,

14 vs.

15 BIMBO BAKERIES USA, INC., a
16 Delaware corporation; and DOES 1-50,
17 inclusive,

18 Defendants.
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DISCOVERY MATTER

Case No. 2:24-cv-03440-MEMF-RAO

**~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER¹**

Judge: Hon. Maame Ewusi-
Mensah Frimpong

Courtroom: 8B, 8th Floor

Magistrate: Hon. Rozella A. Oliver
Courtroom: 590, 5th Floor

Trial Date: September 8, 2025

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28 ¹ This Stipulated Protective Order is substantially based on the model
protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve the exchange of records and information
13 referencing or otherwise reflecting certain business practices, internal procedures,
14 sensitive internal investigations, customer and employee information, and other
15 valuable research, development, commercial, financial, technical and/or proprietary
16 information for which special protection from public disclosure and from use for
17 any purpose other than prosecution of this action is warranted. Such confidential
18 and proprietary materials and information consist of, among other things,
19 confidential business or financial information, information regarding confidential
20 business practices, or other confidential research, development, or commercial
21 information (including information implicating privacy rights of third parties),
22 information otherwise generally unavailable to the public, or which may be
23 privileged or otherwise protected from disclosure under state or federal statutes,
24 court rules, case decisions, or common law. Accordingly, to expedite the flow of
25 information, to facilitate the prompt resolution of disputes over confidentiality of
26 discovery materials, to adequately protect information the parties are entitled to
27 keep confidential, to ensure that the parties are permitted reasonable necessary uses
28 of such material in preparation for and in the conduct of trial, to address their

1 handling at the end of the litigation, and serve the ends of justice, a protective order
2 for such information is justified in this matter. It is the intent of the parties that
3 information will not be designated as confidential for tactical reasons and that
4 nothing be so designated without a good faith belief that it has been maintained in a
5 confidential, non-public manner, and there is good cause why it should not be part
6 of the public record of this case.

7 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**
8 **UNDER SEAL**

9 The parties further acknowledge, as set forth in Section 12.3, below, that this
10 Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
12 and the standards that will be applied when a party seeks permission from the court
13 to file material under seal.

14 There is a strong presumption that the public has a right of access to judicial
15 proceedings and records in civil cases. In connection with non-dispositive motions,
16 good cause must be shown to support a filing under seal. *See Kamakana v. City*
17 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen.*
18 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony*
19 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
20 orders require good cause showing), and a specific showing of good cause or
21 compelling reasons with proper evidentiary support and legal justification, must be
22 made with respect to Protected Material that a party seeks to file under seal. The
23 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
24 does not—without the submission of competent evidence by declaration,
25 establishing that the material sought to be filed under seal qualifies as confidential,
26 privileged, or otherwise protectable—constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial,
28 then compelling reasons, not only good cause, for the sealing must be shown, and

1 the relief sought shall be narrowly tailored to serve the specific interest to be
2 protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir.
3 2010). For each item or type of information, document, or thing sought to be filed
4 or introduced under seal in connection with a dispositive motion or trial, the party
5 seeking protection must articulate compelling reasons, supported by specific facts
6 and legal justification, for the requested sealing order. Again, competent evidence
7 supporting the application to file documents under seal must be provided by
8 declaration.

9 Any document that is not confidential, privileged, or otherwise protectable in
10 its entirety will not be filed under seal if the confidential portions can be redacted.
11 If documents can be redacted, then a redacted version for public viewing, omitting
12 only the confidential, privileged, or otherwise protectable portions of the document
13 shall be filed. Any application that seeks to file documents under seal in their
14 entirety should include an explanation of why redaction is not feasible.

15 **2. DEFINITIONS**

16 2.1. Action: *Jose Flores v. Bimbo Bakeries USA, Inc., a Delaware*
17 *corporation; and Does 1-50, inclusive* (C.D. Cal. Case No. 2:24-cv-03440-MEMF-
18 RAO).

19 2.2. Challenging Party: A Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.3. “CONFIDENTIAL” Information or Items: Information (regardless of
22 how it is generated, stored or maintained) or tangible things that qualify for
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
24 the Good Cause Statement.

25 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as
26 their support staff).

27 2.5. Designating Party: A Party or Non-Party that designates information
28 or items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL.”

2 2.6. Disclosure or Discovery Material: All items or information, regardless
3 of the medium or manner in which it is generated, stored, or maintained (including,
4 among other things, testimony, transcripts, and tangible things,) that are produced
5 or generated in disclosures or responses to discovery in this matter.

6 2.7. Expert: A person with specialized knowledge or experience in a
7 matter pertinent to the litigation who has been retained by a Party or its counsel to
8 serve as an expert witness or as a consultant in this Action.

9 2.8. House Counsel: Attorneys who are employees of a party to this
10 Action. House Counsel does not include Outside Counsel of Record or any other
11 outside counsel.

12 2.9. Non-Party: Any natural person, partnership, corporation, association,
13 or other legal entity not named as a Party to this action.

14 2.10. Outside Counsel of Record: Attorneys who are not employees of a
15 party to this Action but are retained to represent or advise a party to this Action and
16 have appeared in this Action on behalf of that party or are affiliated with a law firm
17 that has appeared on behalf of that party, and includes support staff.

18 2.11. Party: Any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, House Counsel, and Outside Counsel of
20 Record (and their support staffs).

21 2.12. Producing Party: A Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 2.13. Professional Vendors: Persons or entities that provide litigation
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.

27 2.14. Protected Material: Any Disclosure or Discovery Material that is
28 designated as “CONFIDENTIAL.”

1 2.15. Receiving Party: A Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material, (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 **4. DURATION**

12 Once a case proceeds to trial, information that was designated as
13 CONFIDENTIAL or maintained pursuant to this protective order used or
14 introduced as an exhibit at trial becomes public and will be presumptively available
15 to all members of the public, including the press, unless compelling reasons
16 supported by specific factual findings to proceed otherwise are made to the trial
17 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing
18 “good cause” showing for sealing documents produced in discovery from
19 “compelling reasons” standard when merits-related documents are part of court
20 record). Accordingly, the terms of this protective order do not extend beyond the
21 commencement of the trial.

22 **5. DESIGNATING PROTECTED MATERIAL**

23 5.1. Exercise of Restraint and Care in Designating Material for Protection.
24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate for
27 protection only those parts of material, documents, items or oral or written
28 communications that qualify so that other portions of the material, documents,

1 items or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (*e.g.*, to unnecessarily encumber the case development process or to
6 impose unnecessary expenses and burdens on other parties) may expose the
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2. Manner and Timing of Designations. Except as otherwise provided in
12 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) For information in documentary form (*e.g.*, paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
21 contains protected material. If only a portion of the material on a page qualifies for
22 protection, the Producing Party also must clearly identify the protected portion(s)
23 (*e.g.*, by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. During the inspection and
27 before the designation, all of the material made available for inspection shall be
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine
2 which documents, or portions thereof, qualify for protection under this Order.
3 Then, before producing the specified documents, the Producing Party must affix the
4 “CONFIDENTIAL legend to each page that contains Protected Material. If only a
5 portion of the material on a page qualifies for protection, the Producing Party also
6 must clearly identify the protected portion(s) (e.g., by making appropriate markings
7 in the margins).

8 (b) For testimony given in depositions, that the Designating Party
9 identifies the Disclosure or Discovery Material on the record, before the close of
10 the deposition all protected testimony.

11 (c) For information produced in some form, other than documentary
12 and for any other tangible items, that the Producing Party affix in a prominent place
13 on the exterior of the container or containers in which the information is stored the
14 legend “CONFIDENTIAL.” If only a portion or portions of the information
15 warrants protection, the Producing Party, to the extent practicable, shall identify the
16 protected portion(s).

17 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive
19 the Designating Party’s right to secure protection under this Order for such
20 material. Upon timely correction of a designation, the Receiving Party must make
21 reasonable efforts to assure that the material is treated in accordance with the
22 provisions of this Order.

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s
26 Scheduling Order.

27 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process, under Local Rule 37.1 *et seq.*

1 6.3. The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the Court rules on the
8 challenge.

9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 7.1. Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a Non-Party in connection with this
12 Action only for prosecuting, defending or attempting to settle this Action. Such
13 Protected Material may be disclosed only to the categories of persons and under the
14 conditions described in this Order. When the Action has been terminated, a
15 Receiving Party must comply with the provisions of Section 13 below (FINAL
16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Order.

20 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
21 otherwise ordered by the Court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

24 (a) The Receiving Party's Outside Counsel of Record in this
25 Action, as well as employees of said Outside Counsel of Record to whom it is
26 reasonably necessary to disclose the information for this Action;

27 (b) The officers, directors, and employees (current or former)
28 (including House Counsel) of the Receiving Party to whom disclosure is reasonably

1 necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to
3 whom disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) The Court and its personnel;

6 (e) Court reporters and their staff;

7 (f) Professional jury or trial consultants, mock jurors, and
8 Professional Vendors to whom disclosure is reasonably necessary for this Action
9 and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit
10 A);

11 (g) The author or recipient of a document containing the
12 information or a custodian or other person who otherwise possessed or knew the
13 information;

14 (h) During their depositions, witnesses, and attorneys for witnesses,
15 in the Action to whom disclosure is reasonably necessary provided: (1) the
16 deposing party requests that the witness sign the form attached as Exhibit A hereto;
17 and (2) they will not be permitted to keep any confidential information unless they
18 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
19 otherwise agreed by the Designating Party or ordered by the Court. Pages of
20 transcribed deposition testimony or exhibits to depositions that reveal Protected
21 Material may be separately bound by the court reporter and may not be disclosed to
22 anyone except as permitted under this Stipulated Protective Order; and

23 (i) Any mediator or settlement officer, and their supporting
24 personnel, mutually agreed upon by any of the parties engaged in settlement
25 discussions.

26 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
27 **PRODUCED IN OTHER LITIGATION**

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL,” that Party must:

3 (a) Promptly notify in writing the Designating Party. Such
4 notification shall include a copy of the subpoena or court order;

5 (b) Promptly notify in writing the party who caused the subpoena or
6 order to issue in the other litigation that some or all of the material covered by the
7 subpoena or order is subject to this Protective Order. Such notification shall
8 include a copy of this Protective Order; and

9 (c) Cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order shall not produce any information designated in this
13 action as “CONFIDENTIAL” before a determination by the Court from which the
14 subpoena or order issued, unless the Party has obtained the Designating Party’s
15 permission. The Designating Party shall bear the burden and expense of seeking
16 protection in that court of its confidential material and nothing in these provisions
17 should be construed as authorizing or encouraging a Receiving Party in this Action
18 to disobey a lawful directive from another court.

19 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
20 **PRODUCED IN THIS LITIGATION**

21 (a) The terms of this Order are applicable to information produced by a
22 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
23 produced by Non-Parties in connection with this litigation is protected by the
24 remedies and relief provided by this Order. Nothing in these provisions should be
25 construed as prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

confidential information, then the Party shall:

(1) Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) Make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" (that is attached hereto as Exhibit A).

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of Evidence
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
10 of a communication or information covered by the attorney-client privilege or work
11 product protection, the parties may incorporate their agreement in the Stipulated
12 Protective Order submitted to the Court.

13 **12. MISCELLANEOUS**

14 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2. Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

22 12.3. Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material
24 may only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the Court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the Court.

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1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within 60
3 days of a written request by the Designating Party, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material. As
5 used in this subdivision, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of the
7 Protected Material. Whether the Protected Material is returned or destroyed, the
8 Receiving Party must submit a written certification to the Producing Party (and, if
9 not the same person or entity, to the Designating Party) by the 60-day deadline that
10 (1) identifies (by category, where appropriate) all the Protected Material that was
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any
12 copies, abstracts, compilations, summaries or any other format reproducing or
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel
14 are entitled to retain an archival copy of all pleadings, motion papers, trial,
15 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
16 and trial exhibits, expert reports, attorney work product, and consultant and expert
17 work product, even if such materials contain Protected Material. Any such archival
18 copies that contain or constitute Protected Material remain subject to this Protective
19 Order as set forth in Section 4 (DURATION).

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1 **14. VIOLATION**

2 Any violation of this Order may be punished by appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: _September 11_____, 2024


JML LAW

7 BY: Adriana Garrido
8 ADRIANA GARRIDO

9 Attorneys for Plaintiff JOSE
FLORES

10 DATED: _September 12_____, 2024

GBG LLP

12 BY: 
13 ELIZABETH A. BROWN
14 Attorneys for Defendant BIMBO
15 BAKERIES USA, INC.

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 DATED: _9/12/2024____

20 Rozella A. Oliver

21 HON. ROZELLA A. OLIVER
22 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of *Jose Flores v.*
Bimbo Bakeries USA, Inc., a Delaware corporation; and Does 1-50, inclusive
(C.D. Cal. Case No. 2:24-cv-03440-MEMF-RAO). I agree to comply with and to
be bound by all the terms of this Stipulated Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Order to any person or
entity except in strict compliance with the provisions of this Stipulated Protective
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full name]
of _____ [print or type address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____
City and State Where Sworn and Signed: _____
Signature: _____
Printed Name: _____